

10. Miscellaneous.

(a) Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, simplify, or modify the terms and provisions of this Agreement.

(b) Number and Gender of Words. Whenever the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

(c) Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, forty-eight (48) hours after the same have been deposited in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Case: Robert Casagrande  
1630 Strathshire Hall Place  
Powell, OH 43065

If to Litton: Mark Litton  
1990 Hamrock Drive  
Powell, OH 43065

If to Corporation: Tel Lease, Inc. . . . . 1 04

(g) Survival. The representations, warranties, covenants and agreements of the parties under this Agreement shall survive the closing and the consummation of the transfers contemplated hereby.

(h) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) Parties Bound. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against Case, Litton and the Corporation and their respective successors and assigns.

(j) Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Case, Litton and the Corporation, the parties agree to perform, execute and deliver or cause to be performed, executed and delivered at the closing or after the closing any and all such further and reasonable acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby in accordance with this Agreement.


(k) Time of the Essence; Execution. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. This Agreement shall be deemed fully executed by the parties when the same becomes binding upon the parties in accordance with its terms and conditions.

The parties hereto have executed this Agreement as of the date set forth at the beginning of this Agreement.

TEL LEASE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

  
Robert C. Casanova

M.M. GROUP, INC.  
6555 BUSCH BLVD.  
SUITE 209  
COLUMBUS, OHIO 43229

BANCOHIO NATIONAL BANK  
COLUMBUS AREA

25-1  
440

003539

CHECK NO. CHECK DATE VENDOR NO.  
003539 03/15/93 F8002

PAY  
EIGHTY AND 00/100 DOLLARS\*\*\*\*\*

CHECK AMOUNT

\$\*\*\*\*\*80.00

TO THE  
ORDER  
OF:

FCC

  
AUTHORIZED SIGNATURE

⑈003539⑈ ⑆044000011⑆ 828833918⑈

**EXHIBIT K**

**APPLICATION FOR  
ASSIGNMENT OF STATIONS WNRJ (AM)  
AND WTLT (FM),  
CIRCLEVILLE, OHIO,  
TO  
TEL LEASE, INC.  
(BAL-930318GH & BALH-930318GI)**

BECHTEL & COLE  
CHARTERED  
ATTORNEYS AT LAW  
SUITE 250  
1901 L STREET, N.W.  
WASHINGTON, D.C. 20036  
TELEPHONE (202) 833-4190

GENE A. BECHTEL

TELECOPIER  
(202) 833-3084

March 17, 1993

VIA FEDERAL EXPRESS  
Federal Communications Commission  
Mass Media Services  
Post Office Box 358350  
Pittsburgh, PA 15251-350

Dear Sir or Madam:

I am enclosing, in triplicate, an application seeking consent to the assignment of license of station WNRJ(AM), Circleville, Ohio, and WTLT(FM), Circleville, Ohio, FCC Form 316, together with FCC Form 155 and a check in the amount of \$160 in payment of the filing fee.

If you have any questions concerning this matter, please contact me.

Respectfully submitted,

Gene A. Bechtel

Counsel for M.M. Group, Inc. and  
Tel Lease, Inc.

Enclosures

Approved by OMB  
3060-0009  
Expires 4/30/90

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF  
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR  
LICENSE OR TRANSFER OF CONTROL OF CORPORATION  
HOLDING RADIO BROADCAST STATION CONSTRUCTION  
PERMIT OR LICENSE

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
  2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
  3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
  4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
  5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
  6. There is an assignment of less than a controlling interest in a partnership.
  7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
  8. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.
  9. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
  10. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.
  11. Information called for by this application which is already on file with the Commission need not be refilled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the

BAL-930318GH  
File No. BALH-930318GI

1. Application for: (Check One)

☒ Consent to Assignment

☐ Consent to Transfer of

2. Name and post office address of assignor (or transferor)

M.M. Group, Inc.  
1150 Morse Road  
Columbus, Ohio 43229

3. Send notices and communications to the following-named person at the post office address indicated

Mark S. Litton \*

4. Name and post office address of assignee (or transferee)

Tel Lease, Inc., c/o Robert G. Casagrande  
1630 Strathshire Hall Place  
Powell, Ohio 43065

5. Name and post office address of licensee (or permittee)

M.M. Group, Inc.  
1150 Morse Road  
Columbus, Ohio 43229

6. Authorization which is proposed to be assigned or transferred:

Call letters	Location
WNRJ (AM)	Circleville, Ohio
WTLT (FM)	Circleville, Ohio

Class of station (AM-FM-TV)	File Number
AM-FM	AM: BR-890531XL FM: BRH-890531XM

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred:

Call letters

None

8. State file numbers of any other pending applications which involve the licensee (or permittee)

None

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out Item 15 to show the disposition of stock partnership interests both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any,

11. Attach as Exhibit No. 1 a statement showing the consideration or thing of value, if any, which is to be given for the stock or interest being assigned (or transferred). If the consideration is monetary, this statement should indicate exactly to whom it is being paid.

12. Attach as Exhibit No. 1 a statement showing other broadcast interests of each new stockholder or partner.

13. Does the assignee (or transferee) propose to continue present program policies and schedules without substantial change? Yes ☒ No ☐

If the answer is "No", attach as Exhibit No. \_\_\_\_\_ a full statement showing a percentage breakdown in terms of types of programs, a composite week breakdown, a specific statement as to the amount of time to be used for commercial programs and a narrative account of new or proposed program policies.

14. In the following table, in all cases, the interest held before and after transfer must be given in terms of percentages. In the case of corporations, the interest must be stated in terms of shares of stock held as well as the percentage equivalent thereof.

NAME AND RESIDENCE OF STOCKHOLDER, PARTNER, ETC. (CITY AND STATE ONLY)	CITIZENSHIP	INTEREST HELD				TOTAL SHARES OUTSTANDING IF A CORPORATION	
		Before Transfer or Assignment		After Transfer or Assignment		Before Transfer or Assignment	After Transfer or Assignment
		Shares	%	Shares	%		
Robert G. Casagrande Powell, Ohio	USA	150	50%			100	50%
Mark S. Litton Columbus, Ohio	USA	150	50%			100	50%

15. If legal counsel were employed in the preparation or presentation of this application, give name and mailing address for assignor (or transferor)

Bechtel & Cole, 1901 L Street, N.W., Suite 250, Washington, D.C. 20036

For assignee (or transferee)

Bechtel & Cole, 1901 L Street, N.W., Suite 250, Washington, D.C. 20036

The applicants waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request consent to assignment of this license or transfer of control over the licensee corporation in accordance with this application. (See Section 304 of the Communications Act of 1934). The applicants represent that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict. All the statements made in this application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The applicants, or the undersigned on the applicants' behalf, state that they endeavored to supply full and correct information as to all matters which are relevant to this application and that they have done so as to all matters within their own knowledge.

#### CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

M.M. Group, Inc.

Tel Lease, Inc.

Name of Assignor (or Transferor)

Name of Assignee (or Transferee)

By

By

(Signature)

(Signature)

Title President

Title President

Date 3-15-93

Date 3-15-93

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

#### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain this authority. Accordingly, every effort should be made to provide all necessary information.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552 a (e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBITS furnished as required by this form

EXHIBIT NO.	QUESTION NO. OF FORM	NAME OF OFFICER OR EMPLOYEE (1) BY WHOM OR (2) UNDER WHOSE DIRECTION EXHIBIT WAS PREPARED (SHOW WHICH)	OFFICIAL TITLE
1	9-12	Robert G. Casagrande (2)	President

Exhibit 1

Question 9

This is a proforma assignment of licenses of the stations from a corporation (M. M. Group, Inc.) which is owned 50-50 by Messrs. Litton and Casagrande to another corporation (Tel Lease, Inc.) that is also owned 50-50 by Messrs. Litton and Casagrande.<sup>1</sup>

Question 10

There is no written agreement to assign the license and the assets of the stations. Under an oral agreement between Messrs. Litton and Casagrande, such an assignment will take place for no consideration except that Tel Lease, Inc. shall acquire the licenses and assets, and Messrs. Litton and Casagrande will be the 50-50 stockholders of the new licensee, as is currently the case with regard to the present licensee.

Question 11

No consideration as such. See answer to Question 10.

Question 12

There are no new stockholders or partners.

---

<sup>1</sup> There is an option agreement for Mr. Casagrande to acquire the stock of Mr. Litton, copy attached. That agreement is not involved in the instant assignment. In the event Mr. Casagrande elects to exercise the option, an appropriate application for FCC approval will be filed.



## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made this 15 day of March, 1993, by and between Robert Casagrande ("Case"), Mark Litton ("Litton"), and Tel Lease, Inc., an Ohio corporation (hereinafter referred to as "Corporation").

### WITNESSETH:

WHEREAS, the Corporation has entered into an Agreement to purchase the assets of three radio stations; WTLT, Circleville, Ohio; WNBT, Marysville, Ohio; and WNRJ, Circleville, Ohio (herein the "stations"); and

WHEREAS, Case and Litton are each fifty percent (50%) owners of the Corporation; and

WHEREAS, in order for the Corporation to finance the purchase of the stations, it has become necessary for the Corporation to borrow funds; and

WHEREAS, in order to obtain such funds it has become necessary for Case to personally guarantee repayment of the debt; and

WHEREAS, in order to induce Case to personally guarantee such debt, Litton is willing to grant to Case and the Corporation an option to purchase his stock in the Corporation;

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. Personal Guarantee.

On the terms and subject to the conditions set forth in this Agreement, Case hereby agrees to personally guarantee financing to be obtained by the Corporation on terms mutually agreeable to Case and the Corporation. If the Corporation is unable to obtain such financing or if the Corporation is able to

3. Option Price.

The option price shall be One Hundred Dollars (\$100.00).

4. Term.

This Agreement shall have no termination date.

5. Method of Payment.

The option price as determined under Paragraph 3 shall be paid in cash at closing.

6. Method of Exercise.

The option provided for in this Agreement may be exercised by written notice to Litton which shall be delivered as provided in Paragraph 10(c).

7. Transfer of Stock.

At closing, Litton shall convey, assign and transfer to the party exercising the option all stock or other evidence of ownership in the Corporation held by Litton, free and clear of all liens and encumbrances.

8. Representations and Warranties of the Parties.

For the purposes of inducing the other parties to enter into this Agreement and to consummate the conveyances in accordance herewith, each party represents and warrants to the other parties as to the following as of the date of the parties' execution of this Agreement and as of the date of closing:

Each party has the full right, power and authority to transfer and convey the property to be transferred by it as provided in this Agreement and to carry out its obligations hereunder. All requisite corporate action necessary to authorize the entering into of and the performance of this Agreement hereunder have been or will be taken.

9. Closing.

As used in this Agreement, references to "a closing", the "closing" or "day of closing" shall mean the closing of the conveyances contemplated by this Agreement. Closing shall not occur until and unless the approval of the Federal Communications Commission (FCC) has obtained (if required). Until and unless such approval (if required) is obtained and closing is held, Case shall not interfere with the control of the corporation currently exercised jointly by Case and Litton. Unless the parties agree in writing to an extension of time, the closing shall occur, at the offices of the Corporation, at such time as the parties mutually agree upon within 30 days after the date on which the FCC has approved the transaction or, if such approval is not required, within 30 days after the date on which the option provided for in this Agreement is exercised.

10. Miscellaneous.

(a) Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, simplify, or modify the terms and provisions of this Agreement.

(b) Number and Gender of Words. Whenever the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

(c) Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, forty-eight (48) hours after the same have been deposited in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Case: Robert Casagrande  
1630 Strathshire Hall Place  
Powell, OH 43065

If to Litton: Mark Litton  
1990 Hamrock Drive  
Powell, OH 43065

If to Corporation: Tel Lease, Inc.  
~~1630 Strathshire Hall Place~~ 1630 STRATHSHIRE HALL PLACE  
Powell, OH 43065  
Attention: Robert G. Casagrande

(d) Governing Law. This Agreement is being executed and delivered, and is intended to be performed in the state of Ohio, and the laws of said state shall govern the validity, construction, enforcement, and interpretation of this Agreement.

(e) Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, warranties and representations, if any, and there are no representations or warranties, whether verbal or written, relating to the subject matter hereof except as set forth in this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by all the parties hereto.

(f) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the Agreement shall be construed and enforced as if such

(g) Survival. The representations, warranties, covenants and agreements of the parties under this Agreement shall survive the closing and the consummation of the transfers contemplated hereby.

(h) Multiple counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) Parties bound. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against Case, Litton and the corporation and their respective successors and assigns.

(j) Further acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Case, Litton and the corporation, the parties agree to perform, execute and

M.M. GROUP, INC.  
6555 BUSCH BLVD.  
SUITE 209  
COLUMBUS, OHIO 43229

BANCOHIO NATIONAL BANK  
COLUMBUS AREA

25-1  
440

003540

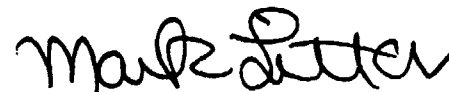
CHECK NO. CHECK DATE VENDOR NO.  
003540 03/15/93 F8002

PAY  
ONE HUNDRED SIXTY AND 00/100 DOLLARS\*\*\*\*\*

CHECK AMOUNT  
\$\*\*\*\*\*160.00

TO THE  
ORDER  
OF:

FCC



AUTHORIZED SIGNATURE

⑈003540⑈ ⑆044000011⑆ 828833918⑈

**COMPLAINT**

**FIDELITY BANK, NATIONAL ASSOCIATION**

**v.**

**M. M.GROUP, INC. AND**

**RIGGS-HUTCHINSON & ASSOCIATES, INC.**

**U.S. DISTRICT COURT FOR**

**THE SOUTHERN DISTRICT OF OHIO**

**CASE NO. C2-93-0393**

ORIGINAL

132\1714338.com

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO

APR 13 AM 10:27

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. 7TH COLUMBUS

FIDELITY BANK, NATIONAL ASSOCIATION,

Plaintiff,

v.

M.M. GROUP, INC. and  
RIGGS-HUTCHINSON & ASSOCIATES, INC.,

Defendants.

CIVIL ACTION

NO.:

C2-93-0393

JUDGE HOLSCHUN

MAGISTRATE JUDGE KEMP

COMPLAINT

Plaintiff, Fidelity Bank, National Association ("Fidelity"), by and through its undersigned counsel files this complaint against defendants, M.M. Group, Inc. and Riggs-Hutchinson & Associates, Inc., jointly and severally, and avers in support thereof as follows:

NATURE OF ACTION

1. This is an action for damages arising out of defendants' default of their joint and several obligations under promissory notes in favor of Fidelity dated June 6, 1991 in the amounts of \$6,350,000.00, \$499,516.26 and \$200,000.00, respectively.

PARTIES

2. Fidelity is a national banking association with its principal place of business located at Broad and Walnut Streets, Philadelphia, Pennsylvania 19109.

3. Defendant M.M. Group, Inc. is a corporation organized and existing under the laws of the state of Ohio with its principal place of business located at 6555 Busch Boulevard, Columbus, Ohio 43229.

4. Defendant Riggs-Hutchinson & Associates, Inc. is a corporation organized and existing under the laws of the state of Ohio with its principal place of business located at 6555 Busch Boulevard, Columbus, Ohio 43229.

**JURISDICTION AND VENUE**

5. The amount in controversy in this action exceeds, exclusive of interest and costs, Seven Million Dollars (\$7,000,000.00).

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332 as a result of the diversity of citizenship of Fidelity and defendants.

**COUNT I**

**Fidelity v. M.M. Group, Inc. and  
Riggs-Hutchinson & Associates, Inc.**

7. Averments 1 through 6 are incorporated by reference as though set forth at length herein.

8. On or about June 6, 1991, defendants entered into a certain amended and restated loan agreement (the "Amended Loan Agreement") which modified a certain loan agreement dated December 1, 1989, between Fidelity and defendants. A true and correct copy of the Amended Loan Agreement is attached hereto and made a part hereof as Exhibit "A".



9. Pursuant to the Amended Loan Agreement, among other things, Fidelity made available to, or continued to make available to, or for the benefit of defendants, jointly and severally, a term loan in the original principal amount of \$6,350,000.00 (the "Term Loan"), a line of credit in the original principal amount of \$499,516.26 (the "Initial Line of Credit") and an additional line of credit in the amount of \$200,000.00 (the "Additional Line of Credit").

10. The Term Loan is evidenced by that certain amended and restated term note dated June 6, 1991 in the original principal amount of \$6,350,000.00 (the "Amended Term Note") executed and delivered by defendants to Fidelity pursuant to which, among other things, defendants, jointly and severally, agreed to make payments of principal and interest with the outstanding principal balance due and payable no later than December 31, 1992. A true and correct copy of the Amended Term Note is attached hereto and made a part hereof as Exhibit "B".

11. The Initial Line of Credit is evidenced by that certain amended and restated line of credit note dated June 6, 1991 in the original principal amount of \$499,516.26 (the "Amended Line Note") executed and delivered by defendants to Fidelity pursuant to which, among other things, defendants, jointly and severally, agreed to make quarterly payments of interest with the principal sum due and payable on December 31, 1991. A true and correct copy

of the Amended Line Note is attached hereto and made a part hereof as Exhibit "C".

12. The Additional Line of Credit is evidenced by that certain additional line of credit note dated June 6, 1991 in original principal amount of \$200,000.00 (the "Additional Line Note") executed and delivered by defendants to Fidelity pursuant to which, among other things, defendants, jointly and severally, agreed to make quarterly payments of interest with the principal sum due and payable on December 31, 1991. A true and correct copy of the Additional Line Note is attached hereto and made a part hereof as Exhibit "D".

13. The Amended Term Note, the Amended Line Note and the Additional Line Note (collectively, the "Notes") have each matured according to their respective terms, as a result of which all outstanding principal, and all accrued and unpaid interest are due and payable.

14. Defendants, jointly and severally, are in default of their obligations under the Notes as a result of, among other things, their, joint and several, failure to pay in full all unpaid principal and interest on the respective maturity dates of the Notes.

15. Fidelity has made demand upon defendants for payment in full of the debts evidenced by the Notes, but defendants have refused to honor the demand.

16. As a result of defendants' default, the sum of \$8,658,287.83, together with interest, attorney's fees and costs, is immediately due and payable by defendants to Fidelity as

Interest continues to accrue from and after March 11, 1993 at the per diem rate of \$42.02.

17. By virtue of defendants' aforementioned defaults and pursuant to the terms of the Notes and the Amended Loan Agreement, Fidelity is entitled to the entry of judgment against defendants, jointly and severally, for the amounts due under each of the Notes.

WHEREFORE, Fidelity Bank, National Association, demands judgment in its favor against defendants M.M. Group, Inc. and Riggs-Hutchinson & Associates, Inc., jointly and severally, in the

23. Upon information and belief, MM desires to terminate broadcasting at some or all of its radio stations which will further reduce the value of the MM's assets to the detriment of Fidelity.

24. The appointment of a receiver will not have any adverse impact upon MM because MM purportedly intends to cease broadcasting operations altogether.

WHEREFORE, Fidelity Bank, National Association demands judgment in its favor and against defendant M.M. Group, Inc. for the appointment of a federal receiver for M.M. Group, Inc.

BENESCH, FRIEDLANDER, COPLAN &  
ARONOFF

By: 

Orla E. Collier, Esquire  
88 East Broad Street  
Columbus, Ohio 43215  
(614) 888-3185  
Trial Attorney

Of Counsel:

Roger A. Brush, Esquire  
Michael J. Cordone, Esquire  
KLEHR, HARRISON, HARVEY,  
BRANZBURG & ELLERS  
1401 Walnut Street  
Philadelphia, PA 19102  
(215) 568-6060

Attorneys for Fidelity Bank,  
National Association

**CONSENT TO ENTRY OF JUDGMENT**

**FIDELITY BANK, NATIONAL ASSOCIATION**

**v.**

**M. M. GROUP, INC. AND**

**RIGGS-HUTCHINSON & ASSOCIATES, INC.**

**U.S. DISTRICT COURT FOR**

**THE SOUTHERN DISTRICT OF OHIO**

**CASE NO. C2-93-0393**

ORIGINAL

H  
TL  
Docketed *PM*

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO

FILED  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
COLUMBUS

93 APR 13 AM 10:59

FIDELITY BANK, NATIONAL ASSOCIATION,

Plaintiff,

v.

M.M. GROUP, INC. and  
RIGGS-HUTCHINSON & ASSOCIATES, INC.,

Defendants.

U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
CIVIL ACTION  
EAST COLUMBUS

NO.:

C2-93-0393

JUDGE HOLSCHUH

MAGISTRATE JUDGE KEMP

CONSENT TO ENTRY OF JUDGMENT

AND NOW, this 13<sup>th</sup> day of April, 1993, upon the  
consent to the entry of this Judgment as indicated by the  
signatures of counsel for all parties,

JUDGMENT IS HEREBY ENTERED in favor of plaintiff Fidelity  
Bank, National Association and against defendants M.M. Group, Inc.  
and Riggs-Hutchinson & Associates, Inc., jointly and severally, in  
the amount of \$8,658,287.83 together with interest from March 11,  
1993, costs of suit and attorneys' fees.

  
UNITED STATES DISTRICT JUDGE

CONSENTED AND AGREED TO this 12<sup>th</sup> day of April, 1993

KESSLER & BALLENGER

KESSLER & BALLENGER

By: 

Russell Kessler, Esquire  
7650 Rivers Edge Drive  
Suite 220  
Columbus, Ohio 43235  
(614) 888-3185

By: 

Russell Kessler, Esquire  
7650 Rivers Edge Drive  
Suite 220  
Columbus, Ohio 43235  
(614) 888-3185

Attorneys for M.M. Group, Inc.

Attorneys for Riggs-Hutchinson

BENESCH, FRIEDLANDER, COPLAN & ARONOFF

By: 

Orla E. Collier, Esquire  
88 East Broad Street  
Columbus, Ohio 43215  
(614) 888-3185

OF COUNSEL:

Roger A. Brush, Esquire  
Michael J. Cordone, Esquire  
KLEHR, HARRISON, HARVEY,  
BRANZBURG & ELLERS  
1401 Walnut Street  
Philadelphia, PA 19102

Attorneys for Fidelity Bank,  
National Association



**CONSENT ORDER FOR APPOINTMENT**  
**OF A RECEIVER FOR THE ASSETS OF**  
**M.M. GROUP, INC.**

**FIDELITY BANK, NATIONAL ASSOCIATION**

**v.**

**M.M. GROUP, INC. AND**  
**RIGGS-HUTCHINSON & ASSOCIATES, INC.**

**U.S. DISTRICT COURT FOR**  
**THE SOUTHERN DISTRICT OF OHIO**

**CASE NO. C2-93-0393**